

In the Matter of the Claim of

DAVID PAKTER,

Claimant,

-against-

DEPARTMENT OF EDUCATION OF THE CITY  
OF NEW YORK, and JOEL I. KLEIN, as Chancellor  
of the DEPARTMENT OF EDUCATION  
OF THE CITY OF NEW YORK,

Respondents,

(Pursuant to Education Law §3813).

VERIFIED  
NOTICE OF CLAIM

EDUCATION

CITY OF N.Y. LAW DEPART.  
OFFICE OF CORP. COUNSEL  
COMMUNICATIONS SECTION  
2008 JAN 15 PM 2 59

TO: BOARD OF EDUCATION OF THE CITY  
SCHOOL DISTRICT OF THE CITY OF NEW YORK  
Office of the Corporation Counsel of the City of New York  
100 Church Street, 4<sup>th</sup> Floor  
New York, New York 10007

JOEL I. KLEIN, as Chancellor of the  
DEPARTMENT OF EDUCATION  
OF THE CITY OF NEW YORK  
Office of the Corporation Counsel of the City of New York  
100 Church Street, 4<sup>th</sup> Floor  
New York, New York 10007

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CITY OF N.Y. LAW DEPART.  
OFFICE OF CORP. COUNSEL  
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PLEASE TAKE NOTICE that DAVID PAKTER ("Claimant"), a tenured teacher  
employed by the Respondents referred to above, hereby asserts and gives notice of, pursuant to  
Section 3813 of the Education Law, his claim against the Respondents based upon the facts as  
asserted below:

1. The post office address of the Claimant is:

900 Park Avenue, Apartment 27D  
New York, New York 10075-0231

2. The name and address of the attorney for the Claimant is:

JAMES R. SANDNER, ESQ.  
New York State United Teachers  
By: Christopher M. Callagy, Of Counsel  
52 Broadway, 9<sup>th</sup> Floor  
New York, New York 10004  
(212) 533-6300

3. Nature of the claim:

The deliberate and knowing violation of the Claimant's rights by the Respondents of the United States Constitution and the New York State Constitution, including but not limited to: Claimant's civil rights under 42 U.S.C. §1983; Claimant's First Amendment rights to freedom of speech; Claimant's federal and state "Whistleblower" protection laws and labor codes; Claimant's Fourteenth Amendment rights to due process of law; Claimant's rights as afforded pursuant to the New York State Labor Law; Claimant's rights as afforded pursuant to the New York State Civil Service Law; Claimant's rights pursuant to the Taylor Law; Claimant's rights under the Equal Protection Clause of the First Amendment; and Claimant's rights pursuant to the contract ("Agreement") between The Board of Education of the City School District of the City of New York and United Federation of Teachers.

4. Claimant, DAVID PAKTER, is a tenured teacher in the employ of the Board of Education of the City School District of the City of New York, presently styling itself the New York City Department of Education (The "Department"), and was assigned to the High School of Fashion Industries in Manhattan.

5. As a result and direct benefit of Claimant's profession, he is and has at all times relevant been a member of the labor union known as United Federation of Teachers ("UFT").

6. On or about November 22, 2006, Claimant was ordered to leave the aforementioned school and to report to a "reassignment center" operated by Respondents and located at 388 West 125<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York, and ordered to continue to report to this location daily, until further notice.

7. On or about October 23, 2007, charges were preferred against Claimant pursuant to *Education Law* § 3020-a. Said charges seek the Claimant's termination. Those charges form the basis for this Notice of Claim.

8. The basis for the charges which seek the termination of the Claimant is an article that was published in the UFT union newspaper, entitled "*Whistle-blower axed - again. Exonerated at 3020-a and medical arbitration, but DOE persists with new charges*" and was written by Jim Callaghan, a reporter for the UFT newspaper: New York Teacher.

9. The Respondents have repeatedly targeted the Claimant, arbitrarily and capriciously, thus infringing on his constitutional rights.

10. After the publication of the aforementioned article in the union newspaper, which was circulated amongst its members, charges were preferred against the Claimant relating to that trade article. Specifically, the Respondents charged:

"SPECIFICATION 6:

Respondent's actions caused widespread negative publicity and notoriety to the High School of Fashion Industries and the New York City Department of Education in general when his unprofessional behavior was referenced in a UFT Newspaper."

11. Respondents, in their unwavering scrutiny of Claimant, seek to punish Claimant for having his story published in the union-authored newspaper which raised a number of matters of public concern in violation of Claimant's constitutional rights.



WHEREFORE, as a result, the Claimant seeks monetary damages in the amount of THIRTY (\$30,000,000.00) MILLION DOLLARS. The items of damage are: infringement upon the Claimant's Federal and State Constitutional rights, including but not limited to Claimant's civil rights; his right to free speech; his "Whistleblower" rights; his rights under the Labor Law; his rights under the Taylor Law; his rights under the Civil Service Law; his Equal Protection rights under the First Amendment; his rights under the Agreement, and compensation for his loss of professional standing and pain and suffering.

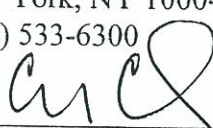
Therefore, this Claim is presented for adjustment and payment.

PLEASE TAKE FURTHER NOTICE, that by reason of the foregoing, upon default of the Respondents to pay said claim to Claimant within the time limited for compliance with said demand by the applicable statute(s), Claimant intends to commence and action against the Respondents to recover said damages, along with interest, costs and attorneys' fees.

Dated: New York, New York  
January 14, 2008

JAMES R. SANDNER  
Attorney for Claimant  
52 Broadway, 9th Floor  
New York, NY 10004  
(212) 533-6300

By:

  
\_\_\_\_\_  
CHRISTOPHER M. CALLAGY  
Associate Senior Counsel

VERIFICATION

STATE OF NEW YORK     )  
                                      )SS.:  
COUNTY OF NEW YORK    )

DAVID PAKTER, being duly sworn, deposes and says that:  
  
deponent is the claimant in the within claim; that deponent has read the foregoing Notice of Claim and knows the contents thereof; and that the same is true to deponent's own knowledge; except as to matters therein stated to be alleged upon information and belief; and that as to those matters deponent believes them to be true.



DAVID PAKTER  
900 Park Avenue, Apartment 27D  
New York, New York 10075-0231

Sworn to before me this  
14 day of January, 2008



NOTARY PUBLIC

**DIANNE DUGAN**  
Notary Public, State of New York  
No. 01DU4734555  
Qualified in New York County  
Commission Expires

3/30/2011